

## **EXHIBIT 4**

# Terms of Use Agreement

*Revised February 11, 2021*

*(Please note that our Terms of Use Agreement is also referred to as the "Terms and Conditions")*

## OVERVIEW AND ACCEPTANCE OF TERMS

You agree that by creating an account with ECS (as defined below), or accessing or using our Services (as defined below), website(s) (such as this website, <https://usa.experian.com>, or any affiliated website (including, but not limited to, **Experian.com**, **FreeCreditReport.com**, **FreeCreditScore.com**, **CreditReport.com**, **Creditchecktotal.com**, **CreditScore.com**, **usa.experian.com**, and **experian.experiandirect.com**)), or mobile applications (such as the Experian app), as well as any content provided or accessible in connection with the website(s) or mobile application(s), including information, user interfaces, source code, reports, images, products, services, and data (each website and mobile application referred to herein as a "Website," and collectively, as "Websites"), you represent to ECS that you have read, understood, and expressly consent and agree to be bound by this Terms of Use Agreement, and the terms, conditions, and notices contained or referenced herein ("Agreement") whether you are a "Visitor" (which means that you simply browse or access a Website), or a "Customer" (which means that you have created an account with ECS, or enrolled or registered with a Website, or are accessing or using a Service).

At Customer's election, Customer may, from time to time, request to receive, and ECS may provide, free services or services subject to a fee, whether a recurring fee or a one-time transactional fee (each a "Service")), and Customer's receipt and use of such Services shall, at all times, be subject to this Agreement. The term "Service" includes, but is not limited to, the provision of any of our products and services, including credit report(s), credit risk score(s), credit monitoring, credit score monitoring and credit score tracking (including all the data and information contained therein), the receipt of any alerts notifying you of changes to the information contained in your credit report(s), regardless of the manner in which you receive the Services, whether by email or mail, through a website or mobile application, by telephone, or through any other mechanism by which a Service is delivered or provided to you. The term "you" or "User" refers to a Visitor or a Customer. For purposes of this Agreement, the terms "we," "us" or "ECS" refer to ConsumerInfo.com, Inc., an Experian® company (also known as Experian Consumer Services), and referred to as "Experian" on the Websites, its predecessors in interest, successors and assigns, and any of its third party service providers (including, without limitation, cloud service providers) who ECS uses in connection with the provision of the Services to you. If you are a Visitor and do not wish to be bound by this Agreement, you should immediately cease accessing and using the Websites. Notwithstanding the immediate preceding sentence, if you are a Visitor and continue to access and use a Website, by virtue of your continued access and/or use of the Website, you are indicating your acceptance of this Agreement and agreement to be bound by the terms and conditions contained herein. If you wish to become a Customer

and make use of the Services, you will be prompted during the registration process to agree, and must agree, to be bound by this Agreement.

For the avoidance of doubt, this Agreement expressly applies to: (a) your access to and use of the Websites; (b) any and all transactions between you and ECS through the Websites, including for the provision of any Services or of any credit, personal, financial or other information delivered as part of or in conjunction with free Services or paid Services, including any such information that may be archived to the extent made available on the Websites, such as (i) for your purchase of non-membership based Services such as the 3 Bureau Credit Report and FICO® Scores, the FICO Industry or other Base FICO Scores and/or an Experian Credit Report and FICO Score, (ii) enrollment and use of free Services (such as EXPERIAN CREDITWORKS<sup>SM</sup> Basic), and/or enrollment, purchase and use of membership based Services (such as EXPERIAN CREDITWORKS<sup>SM</sup> Premium, Experian IdentityWorks<sup>SM</sup>, or Experian Credit Tracker<sup>SM</sup>); and (iii) your access to and use of calculators, credit resources, text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto contained in the Websites.

You may not browse the Websites, or create an account or register with ECS, or use or enroll in any Services, and you may not accept this Agreement, if you are not of a legal age to form a binding contract with ECS. If you accept this Agreement, you represent that you have the capacity to be bound by it. Before you continue, you should print or save a local copy of this Agreement for your records.

**THE SERVICES AND WEBSITES ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THIS AGREEMENT CAREFULLY. YOUR ACCEPTANCE OF, ORDER OF, USE OF, AND/OR ACCESS TO, THE SERVICES AND WEBSITES CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT USE, ACCESS OR ORDER ANY SERVICE OR ACCESS OR USE THE WEBSITES. IF YOU HAVE ALREADY BEGUN ACCESSING OR USING THE SERVICES AND/OR WEBSITES AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, IMMEDIATELY CEASE USING THE SERVICE OR WEBSITE AND/OR DISCARD ANY INFORMATION OR PRODUCTS YOU RECEIVED VIA ANY SERVICE OR WEBSITE (TO THE EXTENT APPLICABLE), AND CALL CUSTOMER CARE AT 1-855-962-6943 TO CANCEL YOUR ACCOUNT WITH ECS. NOTE, YOU MAY ALSO BE ABLE TO DEACTIVATE YOUR PAID SERVICE AND RETAIN YOUR ACCOUNT WITH ECS ONLINE, AS AND TO THE EXTENT EXPLAINED IN FURTHER DETAIL BELOW.**

## **PERMISSIBLE PURPOSE AND CONSENTS**

You understand and agree that, by establishing an account with ECS, or submitting your order or enrolling for any Service (including an order for a Service that includes enrollment of your minor child in such Service), you have provided "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for ECS, and

its service provider(s), including CSIdentity Corporation, an Experian company ("CSID"), to obtain your credit report and/or credit score(s) (or the credit report or credit score(s) of any minor children whom you have enrolled in a Service) on a recurring basis to provide them to you while you have an account with ECS, and such information may be obtained by Experian Information Solutions, Inc. ("Experian Credit Bureau") or any other credit or counseling reporting company. You understand and agree that, pursuant to such authorization, ECS, and its service provider(s), including CSID, may access your credit profile (and those of any minor children whom you have enrolled in a Service), including without limitation, your credit report, credit score(s) and other related information, to, among other things, verify your identity (or those of any minor children whom you have enrolled) and to provide credit monitoring, credit scoring, credit score monitoring and tracking, identity monitoring, alerts for, among other things, dormant accounts, new accounts, inquiries, other changes to information contained in your credit report, fraud resolution, or card registry products. You understand and agree that ECS, and its service provider, CSID, may, from time to time, provide products, services, features and/or functionality to you, and that they shall be offered pursuant to the same authorization that you provided to ECS for ECS to obtain your credit report and/or credit score(s) on a recurring basis to provide them to you to review while you have an account with ECS.

You further understand and agree that, by establishing an account with ECS, or submitting your order or enrolling for any Service, you have provided "written instructions" in accordance with the FCRA for ECS and its service provider(s), including CSID, to obtain and use the information you have provided, and your credit report and/or credit score(s) to notify you of credit opportunities and other products and services that may be available to you through ECS or through unaffiliated third parties (as explained in the section below entitled "General Description of Services"). In addition, you further understand and agree that, if you request certain loan offers as part of any Service, such as prequalified personal loan offers, you are authorizing ECS to send your information to lending partners on your behalf, and have provided "written instructions" in accordance with the FCRA to such lending partners to obtain information from your personal credit profile or other information from one or more consumer reporting agencies, such as TransUnion, Experian or Equifax, solely to prequalify you for credit options, offers or other credit opportunities, including prequalified personal loan offers, and to share such credit opportunities with ECS.

You understand and agree that ECS receives compensation for the marketing of credit opportunities or other products or services available through third parties, and that this compensation may impact how and where such credit opportunities, products or services appear on a Website (including, for example, the order in which they appear). You further understand and agree that many but not all credit opportunities available through third parties, such as prequalified credit and personal loan offers, may be made available to you in a Service, and such Service will not include all credit opportunities available through third parties. Please note that prequalification for a credit opportunity available through a third party does not guarantee approval, and you will need to submit an application with such third party if you choose to apply for a prequalified offer (and such application may result in a credit inquiry that can impact your credit score(s)).

You further understand and agree that, by using the Experian Boost Service or other Services using Linked Accounts (as defined below, including Financial Management Tools), you (i) authorize ECS and its service provider(s), including Finicity and other service provider(s) used to obtain your account information, to gain recurring access to your financial account(s), and utility, telecom and other service account(s) (if available in your Service), to obtain, use and store financial and service account transactions ("Consumer Consent Transaction Data") to add and maintain transactions (e.g. addition of certain utility and mobile telecom bill payment history, including, if available in your Service, electronic bill payments) to your Experian credit file, and if you elect to use Financial Management Tools for ECS to monitor and provide alerts and insights for your financial and service account transactions for your own review (if Financial Management Tools are made available to you), and for the purpose of facilitating Experian Boost and other services; and (ii) designate ECS, and its service provider(s), including Finicity and other service provider(s) used to obtain your account information, as your agent(s), and have provided "written instructions" in accordance with the FCRA, to add and maintain information to your Experian credit file using Consumer Consent Transaction Data, and such information may be provided on your behalf by ECS to the Experian Credit Bureau, and may be used and stored by the Experian Credit Bureau for any purposes lawfully permitted by the FCRA (e.g. use in lending decisions of certain utility and mobile telecom bill payment history added to your Experian credit file using Experian Boost), and/or to the same extent as any other information furnished to the Experian Credit Bureau for inclusion in your Experian credit file.

## **AMENDMENTS**

This Agreement may be updated from time to time. You should check this Website regularly for updates to this Agreement. Each time you order, access or use any of the Services or Websites, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current Agreement. Modifications take effect as soon as they are posted to this Website (or any of the Websites, to the extent applicable to you), delivered to you, or reasonably made available to you in writing by ECS. However, no unilateral amendment will retroactively modify the parties' agreed-to dispute resolution provisions of this Agreement for then-pending disputes, unless the parties expressly agree otherwise in writing. In all other respects, any modification or update to the arbitration provision shall be governed by subsection (g) of the Agreement's "Dispute Resolution By Binding Arbitration" Section below.

## **MODIFICATION OF SERVICES OR WEBSITES**

ECS may, at its discretion, modify or discontinue any of the Services or Websites, or any portion thereof, with or without notice. You agree that ECS will not be liable to you, your minor children or any third party for any modification or discontinuance of any of the Service or Websites.

## **GENERAL DESCRIPTION OF SERVICES**

The Services and Websites are meant to provide you a means to review your personal finance and/or credit information for educational purposes only, and to manage if and to the extent you so choose, and may notify you of credit opportunities and other products and services that may be available to you through ECS or through third parties (such as, among other things, advertisements or offers for available credit cards, loan options, financial products or services, or credit related products or services and other offers to Customers, the ability to track and collect certain consumer information specific to you, including but not limited to, credit score, loan and credit card monthly payment, total amount and interest rates). The Services and Websites are meant for your personal use only. The Services and Websites may also provide you other third-party product information, such as the availability of loans and other financial products or services, or credit related products or services (including credit repair or other credit education services). This includes receiving offers free of charge for various credit or other financial products or services based upon your self-identified credit attributes (and/or your consumer report or credit score). These offers may also be generic and may not contain offers based on information specific to you.

We will identify those Services that are provided to you free of charge. Some of the Services (including Experian Credit Tracker, Experian CreditWorks, or Experian IdentityWorks) may require a fee at the time of Service purchase or enrollment, such as membership Services that require the payment of an ongoing fee for ECS's provision of such Services. By purchasing such Services and providing payment information, you represent that you are authorized to utilize the payment method presented and agree to pay the specified fee for paid Services, including any method offered or used through a mobile application. Furthermore, you agree and authorize us to, for time to time: (i) submit a transaction using the card information provided, (ii) in the case of automatic recurring transactions, submit a transaction on a recurring basis (e.g., monthly or annual basis) for membership renewals, (iii) if necessary, obtain updates from card issuers for cards provided to us, (iv) if necessary, bill you, in a prorated manner (as required), in accordance with the particular fee terms for the Service you are purchasing or enrolling in, including if you are transitioning between free or paid Services (or vice versa), when a recurring basis transaction is at issue, and (v) if necessary (and applicable) bill your mobile carrier or others via a mobile application if you authorize us to do so. You may cancel your subscription or enrollment for an ongoing paid Service at any time by calling Customer Care or by using any other method specified on the Websites or in the customer membership center.

For the sake of clarity, if at any time while you have an account with ECS, you decide to cancel your membership in a paid Service, you will be automatically enrolled in a free Service, as the cancellation of the paid Service will not cancel your account with ECS unless you so indicate. To de-activate your account in its entirety and no longer receive the free Service, you must de-activate your account by contacting Customer Care (or logging into your online account to deactivate your account, if available) and expressly de-activating your account to no longer receive such free Service. In all events, your account with ECS, (including your access to and use of any Services (whether free or paid) and Websites, and regardless of whether you upgrade or downgrade any Services



while maintaining your account), shall be governed by this Agreement (and the terms and conditions contained herein).

You acknowledge and agree that ECS (including its Services and/or Websites) has not and does not provide you (or any minor child enrolled in a Service) legal, tax, financial, or other advice (including, without limitation, advice on how to improve or repair your credit or credit scores), and that its Services and/or Websites are not designed or intended to provide any such advice. As discussed above, and for your convenience, we may provide links to various other third party websites that may be of interest to you. The third party offers or links that may be displayed on a Website are from third party companies from which ECS may receive compensation. Compensation may impact how, where or whether a third party product, service or link appears on a Website. There may be other offers generally available to you (including those available in the marketplace) that are not available to you on our Websites. ECS does not make any guarantee or imply approval for any particular offer or opportunity made on our Websites. Further, ECS does not represent, warrant or guarantee any level of potential savings or other benefit should you choose to apply for a particular offer. Any suggestion or representation of possible savings are for illustrative purposes only and may vary based on your individual financial circumstances and the terms made available to you by the applicable issuer or lender. ECS disclaims all liability for any errors or omissions in any express or implied suggestions or representations related to possible savings made by ECS or its marketing partners. For complete information on any particular offer, see the terms and conditions on the issuer or lender's website. Once you click apply for any offers, you will be directed to the issuer or lender's website where you may review the terms and conditions of the applicable opportunity or offer before applying.

While ECS uses reasonable efforts to present the most accurate information, we show a summary to help you choose a third party service, not the full legal terms. ECS does not control or endorse such websites and is not responsible for their content, nor is it responsible for the accuracy or reliability of any information, data, opinions, offers, advice, or statements contained within such websites, nor can ECS guarantee your eligibility to take advantage of any of the information, data, opinions, offers, advice or statements contained within those websites. Please carefully read the terms and conditions or terms of use policies of any other third party company or website you may link to from our Websites. If you decide to access any of the third party sites linked to the Websites, you do so at your own risk. ECS reserves the right to terminate any link or linking program at any time. ECS disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such third party websites.

## **ACCOUNT WITH ECS; USE OF THE SERVICES**

In consideration of your account with ECS, and/or your order of, access to, and/or use of any Service or Website, you agree to provide true, accurate, complete and current information about yourself and any minor children you are enrolling, or have enrolled, in any Service, when prompted to do so by the registration and application forms or

requested to do so by ECS. If any information you provide is untrue, inaccurate or not current, or if ECS has reasonable grounds to suspect that such information is untrue, inaccurate or not current, ECS, at its sole discretion, has the right to suspend or terminate your account, or order of, use of, and/or access to, any Service or Website, and refuse all current or future orders of, use of, and/or access to, any Service or Website, or suspend or terminate any portion thereof. You acknowledge and agree that ECS may, in its sole discretion, retain any information you provide to it or generated by ECS (or its affiliates/suppliers) while you have an account with ECS, including any information about you (or any minor child you are enrolling, when enrolling in any Service) and any credit card or payment or other information obtained in connection with your account and/or the provision of any Service. If ECS does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time.

## **DISPUTE RESOLUTION BY BINDING ARBITRATION**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

### **SUMMARY:**

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING ECS'S CUSTOMER CARE DEPARTMENT AT 1-855-962-6943. IN THE UNLIKELY EVENT THAT ECS'S CUSTOMER CARE DEPARTMENT IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE REGARDING A SERVICE OR WEBSITE TO YOUR SATISFACTION (OR IF ECS HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. ECS WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, BOTH YOU AND ECS WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

### **Arbitration Agreement:**

(a) ECS and you agree to arbitrate all disputes and claims between us arising out of this Agreement directly related to the Services or Websites to the maximum extent permitted by law, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us directly relating to the provision of any Service



and/or your use of any Website subject to arbitration to the fullest extent permitted by law. The agreement to arbitrate includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us arising out of any Service or Website, whether based in contract, tort, statute (including, without limitation, the Credit Repair Organizations Act) fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement.

For purposes of this arbitration provision, references to "ECS," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates (including, without limitation, our service provider, CSID), agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of Services and/or Websites or information under this or prior Agreements between us relating to Services and/or Websites.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and ECS are each waiving the right to a trial by jury or to participate in a class action to the maximum extent permitted by law. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to ECS should be addressed to: General Counsel, Experian, 475 Anton Boulevard, Costa Mesa, CA 92626 ("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from ECS ("Demand"). If ECS and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ECS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ECS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ECS is entitled.

You may obtain more information about arbitration from [www.adr.org](http://www.adr.org).

(c) After ECS receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$200 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, ECS will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. If the AAA is unavailable or refuses to arbitrate the parties' dispute for any reason, the arbitration shall be administered and conducted by a widely-recognized arbitration organization that is mutually agreeable to the parties, but neither party shall unreasonably withhold their consent. If the parties cannot agree to a mutually agreeable

arbitration organization, one shall be appointed pursuant to Section 5 of the Federal Arbitration Act. In all events, the AAA Rules shall govern the parties' dispute. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The AAA Rules may change from time to time, and you should review them periodically.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. However if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall have the power to decide whether this agreement permits class or representative proceedings. The arbitrator shall be bound by the terms of this Agreement and shall follow the applicable law. In this regard, the arbitrator shall not have the power to commit errors of law or legal reasoning, and any award rendered by the arbitrator that employs an error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error. Unless ECS and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the final arbitration hearing will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, ECS will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse ECS for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(d) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.

(e) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(f) YOU AND ECS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ECS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f)

is found to be unenforceable in its entirety, then the entirety of this arbitration provision shall be null and void. However, if only a portion of this subparagraph (f) is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of subparagraph (f) enforced. Any claims not subject to individual arbitration under applicable law shall be stayed in a court of competent jurisdiction pending completion of the individual arbitration.

(g) Notwithstanding any provision in this Agreement to the contrary, we agree that if ECS makes any change to this arbitration provision (other than a change to the Notice Address) during your membership in any Service, including credit monitoring, or subsequent to your purchase of any Service, you may reject any such change and require ECS to adhere to the language in this provision as written at the time of your enrollment or purchase if a dispute between us arises regarding such Service by providing Notice to ECS at the Notice Address above prior to initiating your dispute.

## **FCRA DISCLOSURES**

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge. The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past 60 days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud

The FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from ECS to dispute inaccurate or incomplete information in your Experian Credit Bureau file or to receive a copy of your Experian Credit Bureau consumer disclosure.

The credit report you are requesting from ECS is not intended to constitute the disclosure of Experian Credit Bureau information required by the FCRA or similar state laws. Experian Credit Bureau's National Consumer Assistance Center provides a proprietary consumer disclosure that is different from the consumer credit report provided by ECS. This disclosure report must be obtained directly from Experian Credit Bureau by going to [www.experian.com/dispute](http://www.experian.com/dispute), or by calling 888- EXPERIAN.

The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the three national credit reporting companies (Experian Credit Bureau, Equifax®, and TransUnion®) once every 12 months through a central source. Georgia residents can receive two disclosures per year. Although comprehensive, the credit reports from each of the three national credit reporting

companies that are available from ECS may not have the same information as a credit report obtained directly from the three national credit reporting companies or through the central source. To request your free annual report under the FCRA, you must go to [www.annualcreditreport.com](http://www.annualcreditreport.com), or call 877-322-8228. ECS's Services are not related to the free FCRA disclosure that you are or may be entitled to.

## **TERRITORIAL RESTRICTIONS**

Unless otherwise specified, the Services made available through the Websites are intended for use by U.S. consumers only. We make no representations or warranties that the information, products or services provided through the Services or the Websites are appropriate for access or use in other jurisdictions.

Recognizing the global nature of the Internet, however, you agree to comply with all local laws including, without limitation, laws about the Internet, data, email, export, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which you reside. Notwithstanding the above, we reserve the right to limit the availability of the Services or the provision of any Services to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

## **COMPLIANCE WITH LAW AND NOTICE OF PROSECUTION**

Your access and use of the Services and Websites must comply with all applicable laws, rules and regulations. Unauthorized access and use of the Services and/or Websites is expressly prohibited. For online customers, access to and use of password protected and/or secure areas of the Websites are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Websites may be subject to prosecution.

Further, failure to comply with all applicable laws, including but not limited to the FCRA, can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

## **AUTHENTICATION**

ECS will use commercially reasonable efforts to provide Services to you in a timely manner, including instant online delivery of your credit report for online customers when available. For certain online Services, however, when the system is unable to authenticate you, you may be routed through an alternate authentication process, such as authentication through Customer Care or a manual authentication process. In the event ECS utilizes a manual authentication process, ECS will send a private access code via U.S. mail to the address in your credit file, which you can use to access your account online. This process is normally completed within five (5) to seven (7) days. **In the event that you are routed through an authentication process, it is your**

**responsibility to successfully complete authentication so that you can gain access to your account on the Website. Your account, including any membership or enrollment in a Service, will continue, including, if applicable, continuing to monitor your credit report(s) or score(s), all of which will be available to you once you complete authentication. Consequently, for any ongoing paid Services, you will continue to be billed for your membership and the associated services available to you until you cancel in accordance with this Agreement.** Please note that, for most Services, ECS cannot offer a manual authentication process and will be unable to fulfill your order if you fail online authentication one or more times. In the event you fail online authentication one or more times, you may be directed to Customer Care to complete the authentication process over the telephone.

## **PERSONAL INFORMATION**

ECS, and its service provider, CSID, may use your personal information to the extent necessary to authenticate your identity, process your order or request for, and provide, the Services to you, as well as for quality assurance, account and business maintenance, and such other business uses in accordance with applicable law.

## **RECEIPT, REVIEW AND ACCEPTANCE OF PRIVACY POLICY**

By establishing an account with ECS, or submitting your order for or enrolling in any Service, you acknowledge receipt of our Privacy Policy, acknowledge that you have reviewed this policy, and agree to be bound by the terms. This policy can be accessed here: [Privacy Policy](#). Your agreement to be bound by this Agreement includes your agreement to be bound by the Privacy Policy, subject to the express terms contained in this policy. If you do not agree to the terms of the Privacy Policy, you should cease accessing and using the Services and Websites (including by cancelling your account with ECS). Notwithstanding the immediately preceding sentence, you agree to be bound by the Privacy Policy upon submitting information to ECS to submit your order or enroll in any Service, even if you do not ultimately consummate your order or enrollment for a Service.

## **COMMUNICATIONS**

You consent to receiving communications, which may include phone calls or SMS text messages, from or on behalf of ECS, including but not limited to recurring communications relating to your account and the Services, as well as recurring advertising and marketing communications. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or prerecorded messages sent by or on behalf of ECS. Standard message and data rates may apply. You certify, warrant, and represent that you are the subscriber or non-subscriber customary user of the telephone number you provide ECS, and further certify, warrant, and represent that any other subscribers or customary users of that telephone number have authorized you to consent on their behalf to receive messages,



including but not limited to autodialed and/or prerecorded messages. Your agreement to receive these messages is not a condition of purchase or required to receive the Services.

If you do not wish to receive phone calls or SMS text messages, you may opt out of such messages by updating your communication preferences in your membership profile, or by replying "STOP" from the mobile device receiving the messages. You understand and agree that, in response to any such "STOP" message, you will receive a single SMS text message indicating that you will no longer receive any SMS text messages from or on behalf of ECS.

If you prefer not to receive emails from us about offers and promotions, please unsubscribe via the unsubscribe link in an email, or [Contact Us](#). Alternatively, you may opt-out of commercial email by updating your communication preferences in your membership profile. We will endeavor to comply with your request as soon as reasonably practicable. Please note that if you opt-out as described above, we will not be able to remove personal information about you from the databases of third parties with which we have already disclosed personal information as of the date that we implement your opt-out request. If you wish to cease receiving marketing-related e-mails from third parties, please contact such third parties directly or utilize any opt-out mechanisms set forth in their respective privacy policies or marketing-related emails.

## **ONLINE AND/OR MOBILE APPLICATION REQUIREMENTS**

You must have an email address and provide the same to ECS, and have a Java-compatible browser to receive and/or access your Services online via a mobile application, if applicable. As an online (or mobile application) customer, you are agreeing to receive all notifications via email at the email address on file with ECS. You are obligated to update the email address on file when your email address changes. In the event that ECS is unable to deliver email messages to you, you agree to accept Service notifications in an alternative method, such as direct mail or SMS messages. You may also opt-in to SMS messaging as a standard method of receiving notifications and alerts. We strongly encourage you to at least select SMS messaging as an alternative method of receiving notifications and alerts. You may select this method by accessing your Customer homepage online and changing your Alert Settings. Please note, mobile messaging rates may apply. All service alerts are also accessible online in your Alerts Center of your account.

The Services may offer features and services that are available to you via a Website, such as a mobile applications or mobile website. Standard messaging, data and other fees may be charged by your carrier. By using the mobile features, you agree to be bound by the terms of this Agreement and further agree that we may bill your carrier (if applicable) for any Services you authorize. You may receive push notifications through your mobile application and can change your settings in the mobile application and/or on your mobile device. You may also purchase services via mobile applications of third parties. Any third party mobile application purchases shall be governed by the purchase



terms and conditions of the third party from which you are purchasing services. You also agree that we may send communications to your mobile device and collect information from your device, as described in our Privacy Policy. You also agree that if you opt-in to receive SMS marketing offers, including from or on behalf of ECS, you agree to receive recurring autodialed text messages at the mobile phone number you provide. You can change your communication preferences at any time through the Mobile Center.

**In the event that you fail to or otherwise do not update your email address or mobile phone number on file with ECS, and thus ECS is unable to deliver email or SMS messages to you, you nonetheless understand and agree that any paid Service will be fulfilled at the price agreed upon at the time that you placed your order or enrolled in the Service.**

## **NO WARRANTY BY ECS**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND WEBSITES IS AT YOUR SOLE RISK. ALL SERVICES AND WEBSITES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ECS (AND ITS AFFILIATES AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES OR GUARANTEES (OTHER THAN THE GUARANTEES FOR EXPERIAN CREDITWORKS, EXPERIAN CREDIT TRACKER AND CARDSAFE DESCRIBED WITHIN THIS AGREEMENT) OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE INFORMATION CONTAINED IN THE SERVICES AND WEBSITES OR OTHER MATERIALS YOU MAY RECEIVE FROM ECS DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. OTHER THAN TO THE EXTENT MADE IN THE GUARANTEES FOR EXPERIAN CREDITWORKS, EXPERIAN CREDIT TRACKER AND CARDSAFE DESCRIBED WITHIN THIS AGREEMENT, ECS (AND ITS AFFILIATES AND SUPPLIERS) MAKE NO WARRANTY THAT (I) THE SERVICES ARE ACCURATE, TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; AND (II) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE RELIABLE.

## **PROMOTIONAL (OR ACTIVATION) CODES**

If you are using a promotional (or activation) code to obtain a Service, you are restricted to a one-time use of such promotional (or activation) code. Any subsequent, unauthorized use of the promotional (or activation) code will result in immediate termination of any associated Services without notice and in accordance with the termination provision(s) in the section entitled "Use of the Services," found herein.

Please note that if you improperly obtain a Service with a promotional (or activation) code (including via a promotional (or activation) code you obtained that was not intended for your use in the first instance), any credit card number you may have

provided to us will also be charged with the fee for the Service that was obtained improperly.

Promotional codes cannot be applied to previously placed orders, and are not transferrable or redeemable for cash or credit, and may not be copied, reproduced, published or distributed in any form without the prior written approval of ECS. If you used a promotional code to obtain a Service for a discounted recurring (e.g. monthly) fee for a limited period of time ("Discount Term"), you will be billed the standard rate for your Service (as provided to you during the enrollment process) on a recurring basis at the expiration of the Discount Term, unless you cancel your Service prior to the end of the Discount Term pursuant to this Agreement.

## **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT ECS WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCOUNT(S) WITH ECS, OR ACCESS TO, USE, OR INABILITY TO USE THE SERVICES OR WEBSITES, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY WEBSITE OR LINKED WEBSITE, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF ECS HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE IN ANY EVENT THAT ECS'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM ECS'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO ECS FOR THE SERVICE YOU PURCHASE FROM ECS (EXCEPT TO THE EXTENT THAT AMOUNTS MAY BE RECOVERABLE IN ACCORDANCE WITH THE TERMS OF THE GUARANTEES FOR EXPERIAN CREDITWORKS OR EXPERIAN CREDIT TRACKER DESCRIBED WITHIN THIS AGREEMENT) DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY.

## **CONSENT FOR ELECTION SIGNATURES, RECORDS AND DISCLOSURE ("E-CONSENT")**

*Please read this information carefully and print a copy and/or retain this information for future reference.*

**Introduction.** In order to provide you with credit opportunities available through third party lending platforms, including prequalified credit and personal loan offers, such third

party lending platforms may need your consent to use and accept electronic signatures, records, and disclosures ("E-Consent"). This form notifies you of your rights when receiving electronic disclosures, notices, and information. By clicking on a link assenting to this Terms of Use Agreement, you acknowledge that you received this E-Consent and that you consent to conduct transactions using electronic signatures, electronic disclosures, electronic records, and electronic contract documents ("Disclosures").

**Option for Paper or Non-Electronic Records.** You may request any Disclosures in paper copy by contacting the third party lending platforms directly. The lending platforms will provide paper copies at no charge. The lending platforms will retain all Disclosures as applicable law requires.

**Scope of Consent.** This E-Consent applies to all interactions online concerning you and the third party lending platforms and includes those interactions engaged in on any mobile device, including phones, smart-phones, and tablets. By exercising this E-Consent, the third party lending platforms may process your information and interact during all online interactions with you electronically. The lending platforms may also send you notices electronically related to its interactions and transactions. Disclosures may be provided online at our or third party lending platforms' websites, and may be provided by e-mail.

**Consenting to Do Business Electronically.** Before you decide to do business electronically with the third party lenders, you should consider whether you have the required hardware and software capabilities described below.

**Hardware and Software Requirements.** To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: A PC or MAC compatible computer or other device capable of accessing the Internet, access to an e-mail account, and an Internet Browser software program that supports at least 128 bit encryption, such as Microsoft® Internet Explorer, Netscape® or Mozilla Firefox®. To read some documents, you may need a PDF file reader like Adobe® Acrobat Reader X® or Foxit®. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain a copy of the Disclosures for future reference. You may send any questions regarding the hardware and software requirements directly to the third party lending platforms.

**Withdrawing Consent.** Your E-Consent with respect to Disclosures about credit opportunities, including prequalified credit and personal loan offers submitted through ECS for our third party lending platforms' consideration of your offer request cannot be withdrawn because it is a one-time transaction. If you are matched with one or more third party lending platforms, you are free to withdraw your E-Consent with those third party lending platforms at any time and at no charge. However, if you withdraw this E-Consent before receiving credit, you may be prevented from obtaining credit from the lending platforms. Contact the third party lending platforms directly if you wish to withdraw this E-Consent. If you decide to withdraw this E-Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

**Change to Your Contact Information.** You should keep third party lending platforms informed of any change in your electronic address or mailing address. You may update such information by logging into the third party lending platform's website or by sending the lending platform a written update by mail.

**CONSENT.** BY AGREEING TO THIS TERMS OF USE AGREEMENT AND/OR USING ANY SERVICE OFFERING CREDIT OPPORTUNITIES, INCLUDING PREQUALIFIED CREDIT AND PERSONAL LOAN OFFERS, YOU ASSENT TO THE E-CONSENT TERMS. YOU ACKNOWLEDGE YOU HAVE READ THIS INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE LENDING PLATFORMS ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE ELECTRONIC RECORDS AND DISCLOSURES, WHICH WILL BE PROVIDED TO YOU AT NO CHARGE. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO ELECTRONIC DISCLOSURES IS REQUIRED TO RECEIVE SERVICES FROM THIRD PARTY LENDING PLATFORMS OVER THE INTERNET.

## **NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT**

ECS offers access to your credit report, FICO® Score, and other credit information. ECS is not a credit repair organization, and is not offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history or credit rating. You acknowledge and agree that you are not seeking to purchase, use, or access any of the Service and Websites (or any content in the Websites) in order to do so.

Accurate adverse information on your credit report cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant credit reporting company, and follow the appropriate procedures for notifying the credit reporting company that you believe that your credit report contains an inaccuracy. Any information provided to you regarding the procedures followed by the various credit reporting companies related to the removal of inaccurate, non-fraudulent information is provided without charge to you and is available for free. Any such information is not included as part of your credit score monitoring product but is provided free of charge to all consumers, regardless of whether they are Customers of the credit score monitoring product.

## **FICO® SCORES**

FICO® Scores are developed by Fair Isaac Corporation. The FICO Score provided by ECS in Experian CreditWorks, Experian Credit Tracker, and Experian IdentityWorks is based on FICO Score 8, and is powered by Experian Credit Bureau credit data. ECS may, in its discretion and from time to time, provide a FICO Score based on the FICO

Score 8 scoring model at no charge to you in a free Service (such as Experian Credit Basics). In the event ECS provides a FICO Score at no charge to you, such free FICO Score will not include an explanation of the positive and negative factors impacting your score. This information is included in a paid Service (such as Experian CreditWorks, Experian Credit Tracker or Experian IdentityWorks) that includes a FICO Score. Many but not all lenders use FICO Score 8.

In addition to the FICO Score 8, ECS may offer and provide other base or industry-specific FICO Scores (such as FICO Auto Scores and FICO Bankcard Scores). The other FICO Scores made available are calculated from versions of the base and industry-specific FICO Score models. There are many different credit scoring models that can give a different assessment of your credit rating and relative risk (risk of default) for the same credit report. Your lender or insurer may use a different FICO Score than FICO Score 8 or such other base or industry-specific FICO Score, or another type of credit score altogether. Just remember that your credit rating is often the same even if the number is not. For some consumers, however, the credit rating of FICO Score 8 (or other FICO Score) could vary from the score used by your lender. The statements that "90% of top lenders use FICO Scores" and "FICO Scores are used in 90% of credit decisions" are based on a third-party study of all versions of FICO Scores sold to lenders, including but not limited to scores based on FICO Score 8. Base FICO® Scores (including the FICO Score 8) range from 300 to 850. Industry-specific FICO Scores range from 250-900. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower FICO Score indicates to lenders that you may be a higher credit risk. There are three different major credit reporting agencies - Experian Credit Bureau, TransUnion® and Equifax® - that maintain a record of your credit history known as your credit report. Your FICO Score is based on the information in your credit report at the time it is requested. Your credit report information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. As a result, your FICO Score can vary if the information they have on file for you is different. Since the information in your report can change over time, your FICO Score may also change.

Due to how FICO® Scores are calculated, it is possible that you may experience a change in your score, including as compared to other scoring models previously provided by ECS (including as part of your Experian Credit Tracker membership).

Under certain circumstances, we will be unable to provide a credit score to you based on your particular credit behaviors, or a score may be unavailable at a particular time. Although your score may be unavailable at a given time, it may later become available, depending on a change in your credit behaviors or to the information a credit reporting agency has on file for you. Scores may be offered to you free of charge, or in some circumstances, may require a fee. Even if you pay a fee to obtain a score, a score may not always be available to you (even if a credit report is available to you). If a credit score is unavailable, you may want to learn more about the reasons a score is not available for you, and what actions you might be able to take so later a score may be generated for you. In the event a score is not available for you and you have questions, please call Customer Care.

## **CREATING AN ACCOUNT WITH ECS; REGISTERING FOR ANY SERVICE**

To create an account or enroll or purchase any Service, you must have an address within the United States, provide a valid Social Security number, address, email address and date of birth and agree to be bound by these terms and conditions. In other limited circumstances, you may need to provide a valid telephone number so that ECS can process your order. You must provide valid credit card information to enroll in or purchase a paid Service, as explained in greater detail above. ECS will then evaluate your complete registration information.

In certain jurisdictions sales tax at state and local rates may apply, in which case you may be charged the applicable taxes in addition to the monthly fee and/or the price of the product.

For certain Services and/or channels where Services are sold, we reserve the right to accept or decline some forms of payment, including, but not limited to "pre-paid" or "re-loadable" credit/debit cards.

## **SPOUSE/ADULT CHILDREN NOT INCLUDED (EXCEPT FOR FAMILY PLANS)**

Except for family plan memberships (as provided in the "Terms and Conditions" below), ECS is not able to accept and process joint registration for two or more adults. Neither your spouse nor any other adult will be enrolled in any Service pursuant to your order.

## **TERMS AND CONDITIONS RELATED TO SERVICES**

### **Credit Monitoring in Paid Services (Applicable to Multi-Bureau Monitoring)**

Your paid membership in credit monitoring is effective for the period covered by your membership fee and continues upon your payment of the monthly/annual renewal fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, on the first day of each successive membership term, until you cancel your membership. Should you choose to discontinue your membership for any reason before expiration of the then applicable membership term for which you have paid, you may cancel your membership and terminate further billing by calling the toll-free number listed on this Website, by calling 1-855-962-6943, or online, if that option is applicable and available to you. If you are an annual subscriber and choose to cancel within 180 days of when you were billed, you will be eligible to receive a prorated refund of your current year's membership fee. If you are a monthly subscriber and choose to cancel after your free trial ends or anytime during your monthly billing term, your membership and monthly billing will terminate at the end of your monthly billing term and you will not be eligible for a prorated refund of any portion of your paid monthly membership fee. ECS reserves the right to change the



membership fee for any renewal term to be effective upon the renewal of your membership.

Please note, there are different processing times across the credit reporting companies, therefore you may not be enrolled in all of them at the same time. We will use commercially reasonable efforts to begin monitoring with the Experian Credit Bureau within 2 business days of successful enrollment (except as otherwise stated herein), while you are in your free trial period. We will also use commercially reasonable efforts to begin monitoring with Equifax and TransUnion within 4 business days of successful enrollment, though in some cases it may take longer so will not be initiated during the trial period (if a trial period applies). You acknowledge and agree that ECS does not control, and therefore is not responsible, for the enrollment process with the Experian Credit Bureau, Equifax or TransUnion. Similarly, we cannot guarantee that you will be successfully enrolled in monitoring with Experian Credit Bureau, Equifax or TransUnion.

If you order a Service that includes a single bureau credit monitoring product from ECS, ECS requests only the Experian Credit Bureau enroll you in its credit monitoring program. If you order a Service that includes a credit monitoring product from ECS that monitors credit files at three credit bureaus, ECS requests that the Experian Credit Bureau, Equifax and TransUnion enroll you in their respective credit monitoring programs. Your order of any single bureau credit monitoring product is conditioned upon successful enrollment by the Experian Credit Bureau in its credit monitoring program; if the Experian Credit Bureau is not able to enroll you, your order will be cancelled and you will not receive alerts or monitoring of changes to your Experian credit file.

Your order of any tri-bureau credit monitoring product (monitoring credit files at three credit bureaus) is conditioned upon successful enrollment by at least one credit bureau in its credit monitoring program. If no credit bureau is able to enroll you in its credit monitoring program, your order will be cancelled, and you will not receive alerts or monitoring of changes to any of your credit files. In the event that one or two credit bureaus, but not all three credit bureaus, is able to enroll you in their credit monitoring, credit monitoring will be provided by the bureau or bureaus that were able to enroll you; you will not receive alerts or monitoring of changes to the credit files of the bureau or bureaus that were not able to enroll you in their credit monitoring program.

In the event you order a three-bureau credit monitoring product, by placing your order, you agree that, if fewer than all three credit bureaus enroll you in their credit monitoring, ECS is authorized to monitor only the credit files at the bureau or bureaus that enrolled you. Any such credit monitoring will be provided at the price agreed upon; you will not be eligible for a price reduction, discount or refund. ECS will notify you in the event that fewer than all three credit bureaus enroll you in credit monitoring, but such notification may not occur during your trial period.

**Credit Monitoring Membership With Free Trial (Applicable to Single-Bureau Monitoring)** You will be asked for valid credit card information when you sign up for the free credit monitoring trial. ECS will verify your credit card information before processing your order. **An authorization in the amount of one dollar will be performed on your credit card to make sure it is valid and in good standing and the one dollar authorization amount may count against your credit or debit limit. Additionally,**

**your credit card will be charged a non-refundable \$1 fee, plus any applicable sales tax, for your Credit Report. However, ECS will not bill you the monthly membership fee until the free trial period has ended. If you do not cancel your free trial membership within 7 days of the date you place your order, your membership will continue automatically and the monthly/annual fee will be billed to the credit card or other billing source provided by you when you enrolled in credit monitoring, on the first day of each successive membership term. The credit monitoring benefit may only be available for 5 days during your trial period; however, other product features and benefits will be available to you during your entire trial period. You may cancel your membership by contacting customer service via telephone or online, if applicable.** If you purchase credit reports and/or scores during your trial period, they will be billed to the credit or debit card provided to us during enrollment. In the event that you purchase products from ECS using a different credit or debit card, or if you update your payment information with ECS, ECS will charge the latest card provided by you. Please note, if you have ever been a Customer and received a free trial, ECS may refuse to give you another free trial offer. Returning Customers will be billed the membership fee immediately upon renewal. During your trial period, you are eligible for one report and/or score as dictated by your specific membership terms.

**Credit Monitoring Membership With Free Trial (Applicable to Multi-Bureau Credit Monitoring):** You will be asked for valid credit card information when you sign up for the free credit monitoring trial. ECS will verify your credit card information before processing your order. Because enrollment in monitoring with the bureaus may be delayed, we may start your 7-day free trial 48 hours after you enroll. Therefore, you may cancel your trial membership without charge at any time within 9 days of placing your order. **If you do not cancel your free trial membership within 9 days of the date you place your order, your membership will continue automatically and the monthly/annual fee will be billed to the credit card or other billing source provided by you when you enrolled in credit monitoring, on the first day of each successive membership term. You may cancel your membership by contacting customer service via telephone or online, if applicable.** If you purchase credit reports and/or scores during your trial period, they will be billed to the credit or debit card provided to us during enrollment. In the event that you purchase products from ECS using a different credit or debit card, or if you update your payment information with ECS, ECS will charge the latest card provided by you. Please note, if you have ever been a Customer and received a free trial, ECS may refuse to give you another free trial offer. Returning Customers will be billed the membership fee immediately upon renewal. During your trial period, you are eligible for one report and/or score as dictated by your specific membership terms.

**Credit Monitoring Membership Where No Trial Period Applies:** The monthly/annual fee for a credit monitoring membership will be billed immediately to the credit card or other billing source authorized by you. If an introductory rate applies, the monthly/annual fee for a credit monitoring membership will be billed immediately at the applicable introductory rate, and for each successive membership term, you will be

billed at the applicable published standard rate as described on the Website and/or in the Service literature provided when you enroll.

**Credit Monitoring Membership for a Pre-Defined Term:** If you have agreed to a promotional offer for credit monitoring for a pre-defined term, your credit card or other authorized billing source will be billed the promotional membership fee immediately. Your credit monitoring membership will continue for the pre-defined term and membership benefits will expire at the end of this term. If you choose to cancel your monitoring membership during the pre-defined term, you will not be entitled to a refund, prorated or otherwise of the promotional membership fee.

**Credit Monitoring in Unpaid Services (Applicable only if free Single-Bureau Monitoring is available in your Service)** When you establish an account with ECS, we may request you to verify your identity prior to releasing certain information from your credit files. If you fail authentication, you understand and agree that we may suspend credit monitoring services, however, your account will remain active unless you expressly inform us otherwise.

## **MOBILE APPLICATIONS - Terms and Conditions for Experian CreditWorks or other Membership Based Services**

**(Applicable for membership based Services purchased through Experian mobile applications using Apple iTunes® or Google Play™)**

The following terms and conditions are in addition to the [iTunes Store Terms and Conditions](#) or [Google Play Terms of Use](#) (where applicable).

### **I. Free Trial using Mobile Applications**

If you enroll in a 7-day free trial of Experian CreditWorks (or other membership based Services) through an Experian mobile application using iTunes or Google Play, as applicable, the 7-day trial begins at the time you submit your order. Enrollment in Experian credit monitoring may take up to 24 hours to complete, so you may only have access to the credit monitoring benefits for a 6-day period.

If you do not cancel your membership in Experian CreditWorks (or other membership based Services) within the 7 day trial period, you will be billed a monthly fee for each month that you continue your membership. You agree that Apple, Inc. ("Apple") or Google, Inc. ("Google"), as applicable, may process this charge to your iTunes or Google Play account, as applicable, and that it is nonrefundable. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE OR GOOGLE, AS APPLICABLE, WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.**

In the unlikely event that your report is not available from Experian, TransUnion and/or Equifax (as applicable), if a FICO score cannot be generated from your report, or Experian is unable to provide any of the services related to Experian CreditWorks (or other membership based Services), ECS will notify you using the email address and/or

telephone number that you utilize during the sign-up process. If you would like to cancel your service at that time, you must cancel the service through Apple or Google customer care pursuant to the [iTunes Store Terms and Conditions](#) or [Google Play Terms of Use](#), as applicable. Failure to cancel the service will cause you to be billed for your membership.

## II. Delivery of Membership Benefits

In the event that ECS is unable to provide all of the membership benefits related to Experian CreditWorks (or other membership based Services), it will use commercially reasonable efforts to contact you by email or other method. If you wish to cancel the membership due to the benefits not being available, you must contact Apple or Google, as applicable, to request cancellation.

## III. Cancellation

You can cancel your membership in Experian CreditWorks (or other membership based Services) at any time. You must cancel your membership in Experian CreditWorks (or other membership based Services) before it renews for a subsequent month in order to avoid being charged membership fees. If you cancel your membership, the cancellation will become effective at the end of the then-current monthly membership period. If you would like to cancel your service at any time, you must cancel the service through Apple or Google customer care pursuant to the [iTunes Store Terms and Conditions](#) or [Google Play Terms of Use](#), as applicable. In the event that you have difficulty cancelling your membership, you may contact ECS at 1-855-962-6943, and ECS will use reasonable efforts to assist you in cancelling your membership with Apple or Google, as applicable.

Apple or Google, as applicable, does not receive automatic notification from the Social Security Administration if you become deceased during your enrollment, and may continue to bill you. Under such circumstances, a representative of your estate may contact Apple or Google, as applicable, and provide proof of your death, so that Apple or Google, as applicable, can cancel the membership in Experian CreditWorks (or other membership based Services) and cease future billing.

## IV. No Refunds

WE DO NOT PROVIDE REFUNDS FOR ANY MEMBERSHIP, PRORATED OR OTHERWISE. You will continue to have access to your membership in Experian CreditWorks (or other membership based Services) until the end of the monthly billing cycle in which you cancel. Apple or Google, as applicable, may offer refunds at their sole discretion.

## V. Reactivation of Services

After services have been canceled, it may be possible to reactivate your subscription in Experian CreditWorks (or other membership based Services) through iTunes or Google Play, as applicable, without re-opening this application using Account Settings. You agree that these Terms of Use will apply to any subsequent purchases of or enrollments in a membership by you, through any means.

## VI. Contact Us

If you have any issues with this service that you wish to resolve with ECS, please contact ECS at 1-855-962-6943.

## **EXPERIAN CREDITLOCK – TERMS AND CONDITIONS**

**(Applicable only if Experian CreditLock is available in your Service)**

By requesting an Experian CreditLock to be placed on your behalf, you are requesting to restrict most third party access to your Experian credit report. You acknowledge that your Experian credit report, when locked with Experian CreditLock, may still be accessible by third parties in certain instances deemed to be low-risk by ECS, including access to your Experian credit report by the following third parties: (1) You, as part of any Service offering Experian CreditLock as a benefit; (2) potential employers or insurance companies; (3) companies that have an existing credit relationship with you; (4) collection agencies acting on behalf of companies or individuals on a debt you may owe and related collection activities; (5) personalized credit opportunities and other offers for products or services that may be available to You through ECS or through unaffiliated third parties, such as credit card offers, if you choose to receive them; and (6) companies providing pre-screened credit card offers. Please understand that your Experian credit report will be unlocked if you cancel a Service that includes Experian CreditLock as a benefit, or downgrade to a Service that does not include Experian CreditLock as a benefit.

Your Experian CreditLock will restrict delivery of your Experian credit report only, and does not apply to your TransUnion or Equifax credit report. To lock or place a security freeze on your Equifax or TransUnion credit report, you will need to contact those bureaus directly. While Experian CreditLock may include some functionality similar to security freeze programs required under certain laws, you acknowledge that Experian CreditLock is a separate service from, and not equivalent to, such security freeze programs. For more information about the Experian security freeze program, please contact Experian at <https://www.experian.com/freeze/center.html> or 1-888-EXPERIAN.

**Scheduled Lock (Applicable only if available in your Service).** If made available in your Service, you may schedule a single instance of a future lock (or unlock) of your Experian credit report within certain specified timeframes on a specific date. The timing of a scheduled lock (or unlock) is determined by when you make your request. For example, if you schedule a future lock in twenty-four (24) hours, our systems will attempt to place such lock on your Experian credit report twenty-four (24) hours from the time of your request. If we encounter any issues attempting to place your scheduled lock (or unlock), please note that our systems may re-attempt your request within a set timeframe (generally within three (3) hours after you requested the lock or unlock to be placed) before notifying you of a failure to place your scheduled lock (or unlock).

## **EXPERIAN BOOST – ADDITIONAL TERMS AND CONDITIONS**

**(Applicable only if Experian Boost is available in your Service)**



**Consent to Access and Store Consumer Consent Transaction Data.** To use the Experian Boost service, you will be asked to provide account or user credentials ("Account Credentials") for eligible accounts at participating financial institutions, and participating utility, telecom and other service account(s) if available in your Service (collectively, "Linked Accounts"), and grant recurring access to your Consumer Consent Transaction Data for the purpose of adding applicable payment history to your Experian credit file, storing your Consumer Consent Transaction Data for the limited purpose(s) of facilitating the operation of, and improvements to, Experian Boost and other services and other uses for which you grant permission, processing of disputes and other requests to remove accounts added to your Experian credit file, quality assurance, auditing and reviewing accounts added to your Experian credit file for accuracy and completeness, and as described in our Privacy Policy. Experian Boost may not be able to obtain data from all of your financial and service accounts. If we lose connectivity to your Linked Accounts for any reason, including incorrect banking and service account credentials, you understand that ECS will not be able to access such data for use in Experian Boost, and data added to your Experian credit file that is not updated as a result of such connectivity loss to your Linked Accounts ("Dormant Data") may be removed from your Experian credit file as provided herein. Even if Dormant Data is removed from your Experian credit file, ECS and Experian may continue to store your Consumer Consent Transaction Data for the purposes identified above. In addition, please note that Experian Boost may be subject to service disruptions, and ECS makes no warranty as to the availability of Experian Boost.

**Analytical Data.** In order to operate and improve the Experian Boost service (or other Services using information from Linked Accounts), and for other related research purposes, ECS, Experian and their respective service provider(s) may compile data concerning your financial and service account transactions. This compiled data may be used by ECS and Experian and their respective service provider(s) to conduct certain analytical research, performance tracking benchmarking, and analytics.

**Credit Score Changes May Vary.** If made available in your Service, Experian Boost provides you with the ability to add non-traditional information, such as certain utility and mobile telecom bill payment history, to your Experian credit file. While adding records of recurring payment history to your Experian credit file has the potential to positively impact your FICO® 8 Score based on Experian data, as well as other scoring models that consider this data (including certain other FICO Scores such as your FICO® Score 9 based on Experian data), please note that results may vary and not all consumers may receive a positive impact to their credit score(s) and Experian cannot guarantee or predict with certainty the amount of any score change. Some consumers may experience no change to their credit score(s), while a small percentage of consumers may experience a decline in their credit score(s). Due to the complicated methodology used to calculate credit scores, Experian is unable to provide you with details for why your score(s) did not change or decreased. You may immediately delete accounts added through your Experian Boost account at any time.

**Not All Credit Scoring Models May Be Affected.** Please note there are many different credit scoring models that can give a different assessment of your credit rating and relative risk (risk of default) for the same credit report. Not all credit scoring models will



be positively impacted by Experian Boost. By example, you may experience a positive improvement to your credit score for one credit scoring model, while experiencing no change (or, for a small percentage of consumers, a score decline) for another credit scoring model. While many but not all lenders use FICO Score 8, your lender or insurer may use a credit scoring model that is not positively impacted by Experian Boost, and most mortgage scores are not currently impacted by Experian Boost. In addition, not all lenders use FICO Score 8 with Experian data that includes information added using Experian Boost, such that a lender may use a FICO Score 8 with Experian data that does not include information added using Experian Boost.

**Inaccurate or Missing Payment Information.** Accounts added to your Experian credit file using payment history available from your banking institution or service provider can be removed at any time through your Experian Boost account. If you want to correct any inaccurate or missing payment information, please contact your financial institution or service provider. You can add the account again later through Experian Boost once your bank has corrected the payment information.

**Ongoing Payment Tracking.** Please note that ECS and its service providers(s), including Finicity, and other service provider(s) used to obtain your account information, may monitor, review and validate your bank and service account information, including without limitation, multiple bills for a single utility or telecom provider (if available in your Service), on a recurring basis to validate continuous payment history and accuracy of accounts added to your Experian credit file through the Experian Boost service.

**Minimum Payment History.** While Experian Boost can use up to twenty four (24) months of positive payment data, certain banks, service providers payment platforms do not allow such length of payment history to be reported. Experian Boost requires at least three months of payment history in order to add an account to your Experian credit file.

**Dormant Accounts and Missed Payments.** Accounts added to your Experian credit file through the Experian Boost service may be removed from your Experian credit file if we do not receive payment data on the same account for three (3) or more months, which may result in a change in your credit score(s). To help prevent such removals, please ensure that all bank and service account credentials provided through the Experian Boost service are accurate and up to date. Please note that missed payments will not be included in accounts added to your Experian credit file through the Experian Boost Service, and Experian Boost only adds positive payment history to your Experian credit file. If three (3) months of positive payments on the same account are not reported, please note that the account may be deleted from your Experian credit file, which may result in a change in your credit score(s).

**Right to Audit and Removal of Experian Boost Added Accounts.** Please note that ECS reserves the right to review at any time accounts added to your Experian credit file for accuracy and completeness, and remove any accounts it determines in its sole discretion to be false, inaccurate or incomplete ("Improperly Added Accounts"). If you are notified that Experian has removed an Improperly Added Accounts, please note that Experian reserves the right to prevent any future attempts to add such Improperly Added Account using Experian Boost.

## FINANCIAL MANAGEMENT TOOLS – ADDITIONAL TERMS AND CONDITIONS

**(Applicable only if Financial Management Tools are available in your Service)**

**Consent to Access and Store Account Data.** To use the Financial Management Tools, you understand and agree that ECS and its service providers, including Finicity, and others used to obtain your account information, may access, use, and store your Consumer Consent Transaction Data from Linked Accounts for the purpose of facilitating the operation of, and improvements to, Financial Management Tools and other services, and other uses for which you grant permission, monitoring and providing alerts and insights for applicable transactions for your own review, determine your eligibility for use of the Experian Boost service, quality assurance and auditing, and as otherwise provided in these Terms of Use for Services using Linked Accounts. Please note that Financial Management Tools may not be available for all of your accounts, and we reserve the right to add, remove, or modify any types of insights, alerts or monitored transactions at any time.

**Accurate and Current Account Credentials.** You are responsible for ensuring that your Account Credentials are accurate and up to date. If we lose connectivity to your Linked Accounts for any reason, including incorrect banking and service account credentials, you understand that ECS will not be able to monitor and provide alerts and insights for such accounts. The scope and type of alerts provided through Financial Account Monitoring may vary based on the participating financial institution or account type.

**Monitoring of Experian Boost Accounts.** Please note that you may be provided the opportunity through Financial Management Tools to monitor and receive alerts and insights for accounts added through the Experian Boost Service ("Boost Accounts"). If you are provided the opportunity to monitor Boost Accounts, you grant ECS permission to use Account Credentials and Consumer Consent Transaction Data already provided through the Experian Boost service to conduct such monitoring.

**Determine Eligibility for Experian Boost.** As part of Financial Management Tools, you may be provided the opportunity to add applicable payment history from eligible Linked Accounts and Consumer Consent Transaction Data to your Experian credit file using Experian Boost. You understand and agree that ECS may use Linked Accounts and Consumer Consent Transaction Data provided as part of Financial Management Tools to determine your eligibility for Experian Boost, and if subsequently consented by you, add and maintain transactions (e.g. addition of certain utility and mobile telecom bill payment history) to your Experian credit file as provided in these Terms of Use.

**Analytical Data** In order to operate and improve the Financial Management Tools service (or other Services using information from Linked Accounts), and for other related research purposes, ECS and Experian may compile data concerning your financial transactions. This compiled, anonymized data may be used by ECS, Experian and their respective service providers to conduct certain analytical research, performance tracking benchmarking, and analytics.

## ONLINE DISPUTE CENTER SERVICE – TERMS AND CONDITIONS

**(Applicable only if Online Dispute Center is available in your Service)**

**Electronic Delivery of Dispute Results.** By using the Experian online dispute service, you agree to electronic delivery of your dispute results, and understand your dispute results will not be mailed to you unless you submit your dispute by phone or mail as described below. An email notification will be sent to the e-mail address on file with ECS when your dispute is opened, updated and your dispute results are available to view online. If you wish to have your dispute results mailed to you, you must submit the dispute by contacting us by phone at 1-855-414-6048 or mail at PO Box 9701, Allen, TX 75013.

**Dispute Alerts.** By using the Experian online dispute service, you authorize ECS and the Experian Credit Bureau to deliver alerts and related notifications to you on your behalf relating to the status or results of your dispute, including without limitation, alerts (if available) relating to the opening, closing or outcome of any dispute(s).

**Authorized Use.** All information you provide while using this service must be accurate and true. Providing false information obstructs the dispute process and could be punishable by law. We cannot remove accurate information or information verified as accurate from your credit report.

**Dispute Process.** When using our online dispute service, you must complete the process by clicking the "Submit Dispute" button and receiving a confirmation. If your session times out or you log out prior to clicking the "Submit Dispute" button and receiving the confirmation, your disputes will not be received by ECS and/or the Experian Credit Bureau and will not be sent to the data furnisher for investigation.

If you elect to upload documents electronically, you agree you will not upload any information that violates any laws or third party rights (including but not limited to a third party's intellectual property or privacy right), or contains objectionable material. If ECS and/or the Experian Credit Bureau believe or have reason to believe the information you uploaded is subject to the foregoing restrictions, ECS and/or the Experian Credit Bureau will not use such information. The information you upload may be shared by Experian and/or the Experian Credit Bureau with third parties as necessary for the purpose of processing your dispute. Be advised that written information or documents you provide with respect to your disputes may be shared with any and all creditors with which you are disputing.

Once an item has been verified by the data furnisher, you may not dispute the same item again without providing relevant information.

If you believe that information in your credit report is inaccurate due to fraud, contact us by phone at 1-855-414-6048 for assistance. If you believe that your credit report contains information belonging to another consumer with similar identifying information to your own, contact us by phone at 1-855-414-6048.

For your protection, if you are inactive (have not selected an item or refreshed the page) for a period of 20 minutes, your session will conclude and you will be logged out. If you are viewing the results of a previous dispute and are an active member in the applicable Service, you may view those results for up to one (1) year from the date we sent you the notification that your results were available for online viewing.

## **EXPERIAN AUTO – ADDITIONAL TERMS AND CONDITIONS**

**(Applicable only if Experian Auto is available in your Service)**

**Personal Use Only.** AutoCheck® vehicle history reports ("VHR") are intended for personal use only, and not for commercial use. Commercial users may subscribe to the AutoCheck commercial offering, explained in more detail at [www.autocheckmembers.com](http://www.autocheckmembers.com). "Commercial use" is defined as use by persons engaged in the business of buying and/or selling of automobiles, the resale or redistribution of the VHR, or any other business purpose. Any attempt to retrieve VHR via automated means will be considered commercial use and therefore in violation of the terms of this consumer agreement ANY COMMERCIAL USE OF THE VHR IS STRICTLY PROHIBITED AND ANY SUSPECTED COMMERCIAL USE WILL LEAD TO THE DEACTIVATION OF YOUR ACCOUNT AND MAY RESULT IN LEGAL PROSECUTION. WE RESERVE THE RIGHT TO IMPOSE, AND YOU AGREE TO PAY TO ECS, AN ADDITIONAL CHARGE OF \$29.99 FOR EACH VHR THAT ECS DEEMS WAS ACCESSED FOR COMMERCIAL PURPOSES.

**Disclaimer.** ECS compiles VHR from extensive, multiple sources in an effort to report on the history of the life of a vehicle relative to its vehicle identification number (VIN). Because it is not always possible for ECS to obtain complete discrepancy information on all vehicles, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's report. ECS searches data from additional sources where possible, but all discrepancies may not be reflected on the VHR.

## **SUBSCRIPTION MANAGEMENT AND BILL NEGOTIATION – ADDITIONAL TERMS AND CONDITIONS**

**(Applicable only if Subscription Management and Bill Negotiation are available in your Service)**

To use the Subscription Management and/or Bill Negotiation services, you give us permission to use your Account Credentials and Linked Accounts to review your account information with these Linked Accounts. You may be asked to provide credentials for additional online accounts ("User Credentials"), such as your credit card issuer, insurance carrier, or cable provider to review your account information with those providers.

We use your Account Credentials and User Credentials to review your account information and perform various services on your behalf. For example, we use your account information to identify recurring payments, cancel unwanted subscriptions, and negotiate discounts on your bills on your behalf. You expressly authorize us to access, view and use, on your behalf as your agent, your account information. You grant us a limited power of attorney, and appoint us as your agent and attorney in-fact, to access review and use your account information with full power and authority, but only to act for and on your behalf with third party providers with respect to the Services. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING YOUR ACCOUNT CREDENTIALS, USER CREDENTIALS AND ACCOUNT INFORMATION, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF A THIRD PARTY. You understand and agree that ECS is not sponsored or endorsed by any third parties accessible through the Service.

## **IDENTITY ALERTS AND INTERNET SURVEILLANCE SCANS – TERMS AND CONDITIONS**

**Disclaimer.** Because the Internet is vast, ECS, and its service provider, CSID, cannot guarantee that Identity Alerts (if available in your Service), including any internet surveillance scans and reports, will detect all possible instances of identity theft and/or potentially fraudulent, or otherwise improper, use of your information. Certain information contained in Identity Alerts may be obtained from criminal activities monitored on the Internet. Because of the dynamic nature of this data, the exchange platforms, and the fact that it may have been obtained from criminals, among other considerations, ECS and CSID cannot guarantee the accuracy or completeness of the Identity Alerts provided. Please understand that the third party databases monitored to enable Identity Alerts are subject to change.

**Accuracy of Your Personal Information.** As a condition for using and receiving Identity Alerts, you acknowledge and agree that you will keep any personal information required to enable the applicable Identity Alert accurate and current, including without limitation, your name, address, date of birth, e-mail address, telephone number, social security number, driver's license number, and financial account numbers (e.g. credit or debit card numbers, if applicable).

**One-Time Dark Web Internet Surveillance Scan and Report (Applicable only if made available in your Service).** Your Service may offer access to a one-time internet surveillance scan and report to identify activity associated with your identity. You acknowledge that ECS, and its service provider, CSID, may use your personal information to the extent necessary to perform a scan of applicable websites and database, and provide you with an opportunity to view the results of such scan. Please understand that this feature may not be available in your Service.

## **FAMILY PLANS - TERMS AND CONDITIONS**

**No Automatic Downgrade (Removal of All Adults and Children):** If you, as the primary account holder for a family plan, remove all enrolled adults and/or children from

your family plan, please understand that (i) you will continue to be enrolled in your family plan, and billed at the current rate, until you take action to update your membership, such as downgrading to an individual plan; and (ii) you will continue to enjoy the opportunity to enroll adults and/or children, as made available in your family plan.

**Child Monitoring Alerts Only Visible to Primary Account Holder:** Alerts for enrolled children will be made available only to the primary account holder, subject to the Child Monitoring terms provided below, even if an enrolled adult is a parent or legal guardian of such child.

**No Ability to View Membership Details of Other Adult Members:** You, as the primary account holder, will not be able to view or receive any credit information, identity alerts, or dark web reports, among other membership details, of adults enrolled in a family membership.

## **MONEY BACK GUARANTEE – TERMS AND CONDITIONS**

(Applicable only if a Money Back Guarantee is offered for your Service)

**Terms of Money Back Guarantee for Monthly-Billed Memberships.** For monthly billed memberships with a Money Back Guarantee, if you cancel within the time period of your Money Back Guarantee (as detailed in the offer for your Service, and defined here as the "Money Back Guarantee Monthly Term"), you will receive a full refund of the amount you paid. However, if you cancel your membership after the Money Back Guarantee Term, you will not be eligible for a full or prorated refund of your current month's paid membership fee.

**Terms of Money Back Guarantee for Annual-Billed Memberships.** For annual billed memberships with a Money Back Guarantee, cancellations taking place within your first thirty (30) days of membership, or within the first thirty (30) days after your annual membership renewal (or otherwise as detailed in the offer for your Service), are eligible for a full refund of that year's paid membership fee. All cancellations taking place more than 30 days after you make any annual membership fee payment are not eligible for a full or prorated refund of that year's paid membership fee.

## **SUBSCRIPTION BILLING MANAGEMENT - TERMS AND CONDITIONS**

(Applicable only where upgrades and downgrades between Services are offered)

**Upgrades and Downgrades Between Services.** If you accept an offer to upgrade or downgrade your paid Service to another paid Service, your current billing cycle will end when you complete your order and a pro-rated refund for the remaining days on your current subscription will be applied to the credit card used when you purchased it, and you will be charged the applicable membership fee for your new Service (as detailed in the offer for your new Service) with a new billing cycle.



## **CHILD MONITORING AND/OR CHILDSECURE® - TERMS AND CONDITIONS**

**Scope of Services.** If made available in your Service, the Child Monitoring that will be performed is different than monitoring for persons over the age of eighteen (18). Please reference details provided at the time of enrollment for more information on the type and scope of Child Monitoring offered as part of your Service.

**Certification as Parent or Guardian.** A "Child" is defined as a minor under the age of eighteen (18). We will provide information about a Child only to the Child's parent or legal guardian. You certify that you are the parent or legal guardian of each child whom you have named on the Child Monitoring enrollment forms and that you understand and agree that enrollment may require ECS and/or its service provider, CSID, to obtain information about those children from a credit reporting company, if applicable, and that any information about those children that you obtain from ECS and/or its service provider, CSID, will be used solely for the purpose of protecting against or preventing actual or potential fraud with respect to the children whom you are enrolling or have enrolled in Child Monitoring.

**Proof of Guardianship.** ECS and/or its service provider, CSID, may require, at their sole discretion, the parent or legal guardian to prove guardianship in order for the parent or legal guardian to receive the details on a Child's monitored information or request fraud resolution, which may include, but is not limited to, the Child's Social Security card and birth certificate, valid proof of identification, proof of residence, and/or a similar federal or court produced document demonstrating such relationship.

**Automatic Unenrollment Prior to 18th Birthday.** An enrollee in the Child Monitoring service is no longer considered a Child when the enrollee reaches his or her eighteenth (18) birthday and ECS and/or its service provider, CSID, reserve the right to automatically unenroll any Child enrolled in Child Monitoring within seven (7) days before their eighteen birthday, based on the date of birth information provided by you in the enrollment process. After that time period, you will not receive monitoring of any sort regarding that Child.

**One-Time Child Identity Scan and Report (Applicable only if made available in your Service).** Your Service may offer access to a one-time scan and report to determine if an Experian credit report exists for your Child. You acknowledge that ECS, and its service provider, CSID, may use information provided by you about your Child (including your Child's social security number), as your Child's parent or legal guardian, to the extent necessary to perform a scan of applicable Experian databases and provide you with an opportunity to view the results of such scan. Any information you obtain about your Child from ECS and/or its service provider, CSID, will be used solely for the purposes of protection against or preventing actual or potential fraud with respect to your Child. Please understand that this feature requires establishing an account with ECS and may not be available in your Service. Proof of guardianship, as provided above, may be required by ECS and/or its service provider, CSID, in their sole discretion before the results of the one-time child identity scan may be provided to you.

## TRANSACTIONAL CREDIT REPORTS AND CREDIT SCORES – TERMS AND CONDITIONS

(Applicable for the following Services such as: 3 Bureau Credit Report and FICO® Scores, Experian Credit Report and FICO® Score, and/or FICO Industry Scores)

When you use any Service or Website to access your personal credit report and/or credit score, you are certifying that you understand and agree to the following:

- *You may access your credit report and/or score the on the date of delivery. Credit reports and/or scores may not be available for access after initial delivery date. You may choose to purchase a new credit report and/or score or wait until your next free refresh.*
- Refunds will not be issued once we have delivered any report(s) included in the requested Service to you. Refunds will not be issued in the event a score is not available for you.
- If you have questions regarding your credit report or would like to dispute information, you may request an investigation by contacting the credit reporting company that supplied the information, as indicated in your credit report.
- For online customers, if you are inactive (have not clicked on an item or refreshed the page) for a period of 20 minutes or more when reviewing your credit report and/or credit score online, your session will conclude and you will be logged out for your protection.

DISCLAIMERS: You acknowledge that the information provided to you through the FICO® Score, including the score factors derived from the elements in your credit report, may change over time as your credit report changes. You also acknowledge that the score factor information on how to monitor your credit position assumes there will be no adverse changes in your credit performance. ECS is not responsible for the accuracy or contents of your credit file, including but not limited to information delivered in the credit report and/or score products. Please note that pursuant to section 609f of the FCRA, consumers can obtain their credit score at any time for a statutorily set fee.

### **IF A FRAUD RESOLUTION SERVICE IS AVAILABLE TO YOU AS A PART OF A SERVICE YOU ARE USING OR PURCHASED, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO YOUR USE OF OUR ASSISTANCE**

Obtaining Assistance: There are certain steps that you **MUST FOLLOW** in order to obtain assistance from a fraud resolution representative ("Assistance"). These steps include contacting a Customer Care Representative by calling 1-855-962-6943.

If you are a victim of Identity Theft (as defined below), which is defined for the purposes of this section as the act of knowingly transferring or using, without lawful authority, a means of identification with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under applicable state or local law ("Identity Theft"), and you incur problems or suffer damages, you may call the number listed on this Website, or call 1-855-962-6943 and make a request for Assistance. Upon acceptance of your request, an ECS fraud resolution representative will contact you. If you contact ECS regarding fraud resolution, you are agreeing to permit ECS to order a copy of your credit report for any purpose relating to your request for Assistance.

If you are requesting Assistance regarding an enrolled child, you will be required to re-certify your status as parent or guardian, and provide documents requested by ECS to verify your status as parent or guardian, including, but not limited to, the child's Social Security card and birth certificate, valid proof of your identification, and proof of your residence.

DISCLAIMERS: THE FRAUD RESOLUTION BENEFIT (INCLUDING ANY ASSISTANCE) IS DESIGNED TO HELP YOU PROTECT YOURSELF FROM IDENTITY THEFT VULNERABILITIES. THE SERVICE IS PROVIDED IN ADDITION TO ANY PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. ECS'S FRAUD RESOLUTION ASSISTANCE DOES NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE. ECS DOES NOT GUARANTEE THE ACCURACY OF LIEN, JUDGMENT, INVESTMENT, OR CRIMINAL SEARCHES IT MAY PERFORM ON YOUR BEHALF.

ECS is not obligated or responsible for providing Assistance for any request based on (a) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others, (b) authorized charges that you have disputed based on the quality of goods or services, (c) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions, (d) losses, damages or expenses arising out of any business pursuits, (e) losses, damages or expenses that were incurred or commenced prior to the membership, or (f) theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants or consumable items, motorized vehicles of any type, watercraft, aircraft, and items intended for storage, transport, display or habitation.

Reservation of Rights: ECS (including, for the purposes of this section, its agents, independent contractors, assigns or other expressly authorized third party) reserves the right to make an independent investigation of the facts and circumstances related to any Assistance request, including making contact by telephone, email, US Postal Service or otherwise, any service provider or related party it deems necessary, at its sole and absolute discretion and expense, regardless of whether you provide express authorization to make such contact for purposes of verifying and assisting you with your Assistance request.

ECS reserves the right to request that you provide corroborating evidence of the unauthorized transaction, Identity Theft or other facts related to your Assistance request, including a signed affidavit, law enforcement or governmental agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, ECS reserves the right to refuse any Assistance request or provide any Assistance in the event you fail or refuse to provide us with any requested corroborating evidence related to the Identity Theft.

ECS reserves the right not to provide you with any Assistance or discontinue your membership in the event ECS determines that you knew, or should reasonably have known, of an act of Identity Theft that commenced prior to the membership. If at any time you cancel your membership, ECS is no longer obligated to provide any fraud resolution assistance.

**IF ANY IDENTITY RESTORATION SERVICE IS AVAILABLE TO YOU AS A PART OF A SERVICE YOU ARE USING OR PURCHASED, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO YOUR USE OF OUR ASSISTANCE**

Identity Restoration. There are certain steps that you must follow in order to receive the Service and obtain assistance from an Identity Restoration agent. These steps include contacting Customer Care at the phone number stated on your notification materials. Please note that you may be asked to provide a limited power of attorney to facilitate any Identity Restoration related work on your behalf, including without limitation, if applicable, investigating alerts and disputing fraudulent events.

If you contact us regarding identity restoration, you are agreeing to permit ECS to order a copy of your credit report for any purpose relating to your request for assistance, if applicable. "Identity Theft" means that your name, address, Social Security number, credit card, debit card or other personal identifying information was lost, stolen or was used without your knowledge or approval to commit fraud or other crimes.

THE IDENTITY RESTORATION FEATURE IS DESIGNED TO HELP YOU IN CONNECTION WITH RESOLUTION OF AN IDENTITY THEFT. THIS PRODUCT IS PROVIDED TO ASSIST WITH RESOLUTION AND IS SEPARATE FROM ANY AND ALL PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. ECS'S IDENTITY RESTORATION DOES NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND/OR THE CONSEQUENCES OF IDENTITY THEFT.

ECS, including its agents, independent contractors, assigns or other expressly authorized third party, reserves the right to make an independent investigation of the facts and circumstances related to any identity restoration request, including making contact by telephone, email, United States Postal Service or otherwise, to any service provider or any other person or entity that ECS deems necessary, in its sole and absolute discretion, regardless of whether you provide express authorization to make such contact for purposes of verifying and assisting you with your identity restoration assistance request.

ECS reserves the right to request that you provide corroborating evidence of the unauthorized transaction, Identity Theft or other facts related to your identity restoration request, including signed affidavits, law enforcement or governmental agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, ECS reserves the right to refuse any identity restoration request or provide any identity restoration assistance in the

event you fail or refuse to provide us with any requested corroborating evidence related to a possible Identity Theft, including without limitation, a limited power of attorney.

ECS reserves the right not to provide you with any identity restoration assistance in the event ECS determines that you knew, or should reasonably have known, of an act of Identity Theft that commenced prior to your membership. If at any time you cancel your membership, ECS is no longer obligated to provide any identity restoration assistance.

If, at any time (including after beginning identity restoration assistance), you choose to discontinue using the Service, you may contact us at any time to cancel ECS's provision of or your receipt of any further assistance. You may contact us by calling the phone number stated on your notification materials.

## **\$50,000 GUARANTEE FOR EXPERIAN CREDITWORKS<sup>SM</sup> AND EXPERIAN CREDIT TRACKER<sup>SM</sup>**

(Applicable only if a \$50,000 Guarantee is available in your Service)

If a \$50,000 Guarantee is offered as part of your Service, and if you become a victim of Identity Theft (as that term is defined below) due to a failure of the Experian CreditWorks or Experian Credit Tracker (as applicable) product to provide the services identified below, we will reimburse you for certain Identity Theft Expenses (as defined below and further described herein) subject to the terms and conditions of this Product Guarantee (as such term is defined below). For purposes of this Guarantee, "Identity Theft" means that your name, address, Social Security number, credit card account number, or other non-public personal identifying information was used without your knowledge or approval to commit fraud or other crimes. As used in this Section, the term "Product Guarantee" means the \$50,000 Guarantee for Experian CreditWorks or Experian Credit Tracker, as applicable. The Product Guarantee is not offered, applicable or available to you if Identity Theft Insurance is a feature or benefit of your Experian CreditWorks membership or other membership based Service.

The maximum amount that we will pay you is \$50,000 for Identity Theft Expenses as a direct result of an Identity Theft.

- **GUARANTEE PERIOD:** Under the terms of this Product Guarantee, we will reimburse you solely for Identity Theft Expenses you incur as a direct result of an Identity Theft due to a failure of the Experian CreditWorks or Experian Credit Tracker product (as applicable) to provide the services identified below that occurs while you are actively enrolled in and using the above listed product and are a Customer in good standing ("Guarantee Period").
- **WHAT YOU MUST DO:** During the Guarantee Period, you must take an active role in protecting yourself against Identity Theft by using Experian CreditWorks or Experian Credit Tracker (as applicable), in the manner described below. To be eligible to seek and retain reimbursement under this Product Guarantee, you must do the following:
  - a. You have an obligation to review your credit report and any email or other notification we may send you and if, upon your review, you observe suspicious activity (including, but not limited to credit cards or loans you did not apply for, credit inquiries you did not authorize, etc.) and/or suspect an Identity Theft, you must:



- i. File a police report with the relevant police authority within the earlier of thirty (30) days from (i) the date you received such email or other notification from us or (ii) the date that you first had knowledge of an Identity Theft;
  - ii. Report the suspected Identity Theft to our Fraud Resolution Department within the earlier of thirty (30) days from (i) the date you received such email or other notification from us or (ii) the date that you first had knowledge of an Identity Theft. You can contact our Fraud Resolution Department Monday-Friday, 6:00 a.m. to 6:00 p.m., Pacific Time at 1-855-962-6943;
  - iii. Place a fraud alert with the Experian Credit Bureau, Equifax and TransUnion within thirty (30) days from the date you had knowledge of an Identity Theft (to learn more about fraud alerts or to place a fraud alert on your Experian Credit Bureau credit report, please go to [www.experian.com/fraud](http://www.experian.com/fraud));
  - iv. Work directly with our Fraud Resolution agents to mitigate your liability and/or pursue all sources of potential reimbursement and submit all documentation, if any, relating to the mitigation of liability and/or resolution of any requests for reimbursement from all sources, and/or assign your right to us to seek and recover funds reimbursable under this Product Guarantee, and reimburse us in the event you obtain recovery of any amounts paid by us hereunder. For example, if we pay a direct expense under this Product Guarantee to you or on your behalf, and you later recover the amount paid to you or on your behalf, then we are entitled to receive, retain or recover the amount paid to you or on your behalf. You must provide all reasonable and necessary assistance to us in our recovery and reimbursement efforts; and
  - v. You agree to pay and/or reimburse us for any amount paid to you or on your behalf under this Product Guarantee due to your Misrepresentation, as such term defined, in connection with an Identity Theft.
- **WHAT WE WILL DO:** Under this Product Guarantee, we will reimburse you solely for the following Identity Theft Expenses incurred as a direct result of an Identity Theft due to a failure of the Experian CreditWorks or Experian Credit Tracker product (as applicable) to provide the services identified below that occurs during the Guarantee Period while you are using Experian CreditWorks or Experian Credit Tracker, as applicable, in the manner described above:
  - a. Stolen Funds: Funds directly stolen from you or charges that you are liable for, in each case, that are related to any credit account that is reported (or should have been reported) on any of your Experian Credit Bureau, Equifax, or TransUnion credit reports that are provided with the product you receive from us, provided that you assign any rights you might have to us for recovery or reimbursement as further provided below;
  - b. Legal Expenses: Reasonable and necessary attorneys' fees or court costs associated with defending any suit brought against you by merchants, financial institutions or other credit grantors or their collection agencies that relate to credit accounts that were wrongfully opened in your name as a result of Identity Theft, or the removal of any criminal or civil judgment wrongly entered against you that relates to a suit brought against you by a credit grantor based on an account wrongfully opened in your name as a result of Identity Theft. You must obtain our advance written consent to your choice of any attorney and/or legal counsel, and we reserve the right to select such attorney and legal counsel. You must forward all attorney invoices to us on a current basis;
  - c. Lost Wages: Actual United States wages or salary you lose as a direct result of time off work taken by you to report and/or resolve an Identity Theft;
  - d. Miscellaneous: Loan application fees, long distance telephone costs, mailing and postage costs, costs of having affidavits or other documents notarized that relate to you reporting and/or resolving an Identity Theft; and



- e. Private Investigators: Any fees or costs associated with the use of any investigative agencies or private investigators that are necessary for reporting, resolving or recouping losses incurred as a result of an Identity Theft. You must obtain our advance written consent to engage a private investigator, and we reserve the right to select such private investigator in our reasonable discretion. You must forward all private investigator invoices to us on a current basis.

((a) through (e) above, are collectively referred to in this Guarantee section as "Identity Theft Expenses").

- **WHAT WE WILL NOT DO:** We will NOT reimburse you for any expenses, damages or losses that do not constitute "Identity Theft Expenses", including, without limitation, the following types of expenses, damages or losses you incur in connection with an Identity Theft:
  - a. Any expense, damage or loss due to any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your "Misrepresentation") and you expressly agree to reimburse us for any expense, damage or loss due to your Misrepresentation;
  - b. Any expense, damage or loss arising from the theft or unauthorized or illegal use of your business name, "d/b/a," or any other method of identifying your business activity;
  - c. Any expense, damage or loss due to bodily injury, sickness, emotional distress or breakdown or any other medical condition, including without limitation, lost wages or salary;
  - d. Any expense, damage or loss due to the termination of your employment or separation from your employment, whether temporary or permanent, for any reason;
  - e. Any expense, damage or loss of any type for which a credit card company, credit card processor, bank, creditor, insurer or other third party is legally liable; excluding any company or agency contracting with us to provide products in connection with a data loss;
  - f. Any expense, damage or loss that relates to any account that is NOT reported on any of your Experian, Equifax, or TransUnion credit reports that are provided with the product you receive from us, unless such account should have been reported on any such credit report.
  - g. Any expense, damage or loss incurred by you from an Identity Theft that did not occur during the Guarantee Period; and
  - h. Any expense, damage or loss in connection with an Identity Theft if you fail to comply with all obligations, requirements, terms and conditions set forth above under "What You Must Do."
- **HOW TO REQUEST REIMBURSEMENT:** To request reimbursement under the Product Guarantee, you must contact our Fraud Resolution Department Monday-Friday, 6:00 a.m. to 6:00 p.m., Pacific Time at 1-855-962-6943 to obtain an Identity Theft Expense Reimbursement Request Form. To receive reimbursement, you must submit the following documentation to one of our Fraud Resolution Representatives, in accordance with the requirements set forth herein: (a) a completed and signed Identity Theft Expense Reimbursement Request Form; (b) proof that a fraud alert was placed with the Experian Credit Bureau, Equifax and TransUnion; (c) if applicable, a copy of any settlement agreement reached by each party (creditors, collection agency, banks, etc.) involved with an Identity Theft; (d) a copy of a police report from your local jurisdiction and provide proof that such police report was filed; (e) copies of all receipts, bills, pay stubs, court documents and other records that support the Identity Theft Expenses incurred by you.

- **OUR RIGHT TO TERMINATE THE PRODUCT GUARANTEE:** We expressly reserve the right to change the terms of, terminate and discontinue offering the Product Guarantee, at any time, in our sole and complete discretion. We will continue to honor the Product Guarantee for an Identity Theft that occurred prior to any termination of the Product Guarantee.
- **THE PRODUCT PROVIDES THE FOLLOWING SERVICES:**
  - Where indicated in the product literature as a product benefit, we will deliver one or more consumer credit reports from any of the Experian Credit Bureau, TransUnion and Equifax;
  - Where indicated in the product literature as a product benefit (and to the extent available), provision of consumer credit monitoring from the Experian Credit Bureau, TransUnion and/or Equifax showing:
    - New accounts;
    - Public records;
    - Address changes;
    - Potentially negative information; and
    - New inquiries;
  - Where indicated in the product literature as a product benefit, we will deliver a consumer credit risk score (such as the FICO Score);
  - Where indicated in the product literature as a product benefit, calculate and track the customer's credit score based on the consumer's Experian credit report, and, where indicated in the product literature, three scores based on the consumer's Experian Credit Bureau, TransUnion and Equifax credit reports;
  - Deliver consumer assistance in cases of real and/or suspected identity theft, such as:
    - Canceling credit cards and debit cards; or assisting the Customer in canceling credit cards and debit cards;
    - Guiding the Customer in the submission of a police report;
    - Assisting the Customer in notifying financial institutions that provide credit and preventing Customer liability for unauthorized charges or losses from credit accounts that are or should have been included on the consumers credit report(s); and
    - Providing information to help the Customer to contact the credit bureaus to place a fraud alert on their credit file; and
  - Deliver information for Customers to help them minimize the risk of identity theft and to prepare them to respond in the event that it should happen to them.

THE PRODUCT GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.

THE PRODUCT GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE IF IDENTITY THEFT INSURANCE IS A FEATURE OR BENEFIT OF YOUR EXPERIAN CREDITWORKS MEMBERSHIP OR OTHER MEMBERSHIP BASED SERVICE.

## **TERMS OF CARDSAFE™ GUARANTEE**

(Please note that CardSafe is not available in Experian CreditWorks or Experian IdentityWorks, and is a separate program from any lost wallet assistance your Service may include)

### **CardSafe™ - TERMS AND CONDITIONS**

#### **Enrollment in CardSafe**

If CardSafe is available in your Service and you successfully enroll into the CardSafe Service, your use of CardSafe is effective for the period covered by your membership fee for the applicable Services and continues upon your payment of the monthly/annual membership fee. Please review the appropriate section in this document for information related to refunds and cancellation of such membership. You acknowledge and agree that your use of CardSafe is also conditioned upon your ability to provide valid credit card information.

### **CardSafe™ - Card Holders**

Neither your spouse nor any other adult will be enrolled in CardSafe pursuant to your order. When you enroll in the CardSafe product, only your personal cards (i.e., only those cards in your name) can be registered with us.

### **CardSafe™ - Loss & Theft Events**

You agree not to report as lost or stolen any Card which you do not have good reason to believe is, in fact, lost or stolen.

At the time you report a lost or stolen event, ECS will retrieve your 3-bureau credit report from the three national credit reporting companies in order to provide the Service to you. In order to identify your credit accounts, notify your card issuers and request cancellation of your lost or stolen cards, you authorize ECS to retrieve your account information from your 3-Bureau credit report and to use the personal debit and/or ATM information that you may have entered on our Website to do the following: (1) Contact your Card Issuers (for each credit, debit, ATM or charge card designated by you) to report the lost or stolen event and (2) to disclose your personally identifiable information to your Cards Issuers to assist with the cancellation of lost or stolen cards on your behalf. At the time of the lost or stolen event, ECS may require you to confirm or restate the foregoing authorizations.

Your credit information may be provided by a third-party credit reporting company and ECS is not responsible for the information contained within those reports. Your Card Issuers may require evidence of the lost or stolen event, including written confirmation by you or a police report. ECS is only able to take the actions permitted and processed by your Card Issuer. ECS is not responsible for any failure by any Card Issuer to take the action requested on your behalf, or any other action taken or condition imposed by your Card Issuer. ECS will not request that Card Issuers issue replacement cards in your name.

### **CardSafe™ GUARANTEE Overview**

If CardSafe™ does not perform as guaranteed, we will reimburse you for unauthorized charges that are made to your Credit, Debit or ATM card(s) after you have reported to us that your card(s) are lost or stolen and for which you become personally liable, subject to the terms of the CardSafe Guarantee. You simply need to call our Fraud Resolution Representatives when you first learn that your card(s) are lost or stolen and then you can rest assured that your card issuer(s) will be notified. If you are held personally liable for unauthorized charges that occur after you report your lost or stolen cards to us, then we will reimburse you for those charges.

If you become liable for unauthorized charges as a result of a lost or stolen Credit, Debit or ATM card due to a failure of CardSafe to provide the services identified below (hereinafter referred to as "Covered Unauthorized Charges"), ECS will reimburse you for such unauthorized charges subject to the terms and conditions of this Guarantee.

1. **GUARANTEE PERIOD:** In accordance with the terms of this CardSafe Guarantee, we will reimburse you for Covered Unauthorized Chargers that were reported lost or stolen to us while you are actively enrolled in CardSafe and are a Customer in good standing ("Guarantee Period").
2. **WHAT WE WILL DO:** We will reimburse you for Covered Unauthorized Chargers that meet all of the following three requirements: 1) lost or stolen Credit, Debit or ATM card(s) that you have reported to us during the Guarantee Period; 2) such Covered Unauthorized Chargers occurred during the Guarantee Period; 3) your card issuer(s) is holding you personally liable for such Covered Unauthorized Chargers and your card issuer(s) is not legally liable for Covered Unauthorized Chargers.
3. **WHAT WE WILL NOT DO:** We will NOT reimburse you for any expenses, damages or losses that are not expressly described in Section 2 above, including without limitation the following types of expenses, damages or losses you may incur in connection with lost or stolen Credit, Debit or ATM cards:
  - a. Any unauthorized charges related to lost or stolen Credit, Debit or ATM cards that occurred outside the Guarantee Period;
  - b. Any unauthorized charges due to any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your "Misrepresentation") and you expressly agree to reimburse us for any expense, damage or loss due to your Misrepresentation as further provided in Section 4(c) below;
  - c. Any unauthorized charges for which a Credit, Debit or ATM card issuer is legally liable
  - d. Any unauthorized charges that did not occur during the Guarantee Period; and
  - e. Any expense, damage or loss incurred in connection with unauthorized charges if you fail to comply with all obligations, requirements, terms and conditions of Section 4 entitled "What You Must Do."
4. **WHAT YOU MUST DO:** To be eligible to seek and retain reimbursement under this CardSafe Guarantee, you must do the following:
  - a. Be an actively enrolled as a Customer in CardSafe at the time you reported your cards lost or stolen to us;
  - b. Contact our Fraud Resolution Department at 1-855-962-6943 within 2 days of becoming aware that a Credit, Debit or ATM card has been lost or stolen;
  - c. Provide our Fraud Resolution Representatives with proof of the Covered Unauthorized Chargers and a statement from your Credit, Debit or ATM card issuer showing the date and time the Covered Unauthorized Chargers occurred and amount for which you are being held personally liable. You agree to assign your right to us to seek and recover unauthorized charges reimbursed under this Guarantee, and you agree to reimburse us in the event you obtain recovery of any amounts paid by us hereunder. For example, if we reimburse you for unauthorized charges under this Guarantee and you later recover the amount paid to you, then we are entitled to receive, retain or recover the amount paid to you. You will provide all reasonable and necessary assistance to us in our recovery and reimbursement efforts; and
  - d. You agree to pay and/or reimburse us for any amount paid to you or on your behalf under this Guarantee due to your Misrepresentation in connection with any unauthorized charges as described in Section 3 (b).

5. **HOW TO REQUEST REIMBURSEMENT:** To request reimbursement under the CardSafe Guarantee, you must contact our Fraud Resolution Department toll free at 1-855-962-6943 to obtain an Unauthorized Charges Reimbursement Request Form. To receive reimbursement, you must submit the following documentation to one of our Fraud Resolution Representatives: (a) a completed and signed Unauthorized Charges Reimbursement Request Form; and (b) proof that your Credit, Debit or ATM card issuer is holding you personally liable for unauthorized charges made to your card.
6. **OUR RIGHT TO TERMINATE THE CardSafe GUARANTEE:** We expressly reserve the right to terminate and discontinue offering the CardSafe Guarantee at any time in our sole and complete discretion. If we terminate the CardSafe Guarantee, then we will notify you in writing. We will continue to honor the CardSafe Guarantee for reimbursement of unauthorized charges that you incur as a direct result of lost or stolen Credit, Debit or ATM cards that you reported to us during the Guarantee Period and for which you are personally held liable and your card issuer(s) is not legally liable for such unauthorized charges.
7. **THE CardSafe PRODUCT PROVIDES THE FOLLOWING SERVICES:** When an eligible Credit, Debit or ATM card has been lost or stolen and you have complied with the requirements in section 4) above, ECS will do the following:
  - Notify Credit, Debit and ATM card issuers when such eligible card(s) has/have been lost or stolen;
  - Cancel eligible Credit, Debit or ATM card(s) that have been lost or stolen, or assist the Customer in canceling such card(s) with their respective issuers;
  - Work with issuers of Credit, Debit and ATM card(s) that have been lost or stolen, or assist the Customer in working with issuers of Credit, Debit or ATM card(s) that have been lost or stolen to eliminate any liability to you for any unauthorized charges that are incurred on any Credit, Debit or ATM card during the Guarantee Period.

THE CARDSAFE GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.

## IDENTITY THEFT INSURANCE

**(Applicable only if Identity Theft Insurance is available in your Service)**

If Identity Theft Insurance is available in your Service, Identity Theft Insurance is underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. (AIG). 175 Water Street, New York, New York 10038. Please refer to the actual policies on this site for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

THE PRODUCT GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE IF IDENTITY THEFT INSURANCE IS A FEATURE OR BENEFIT OF YOUR EXPERIAN CREDITWORKS MEMBERSHIP OR OTHER MEMBERSHIP BASED SERVICE.

## INTELLECTUAL PROPERTY

The Services and Websites (including mobile applications), as well as any compilations (including collections, arrangements, and/or assemblies) of the information specific to ECS contained in the Services and/or Websites are the property of ECS and are protected by copyrights, trademarks, service marks, patents, and/or other proprietary rights. ECS grants you a fully revocable, limited, non-exclusive, non-transferable license



to use the Services, and Websites, according to the terms and conditions contained herein. Except as expressly contemplated by this Agreement, you shall not (a) distribute, publish, transmit or disseminate, in any form or by any means any part of the Services or Websites, (b) allow any third party to access the Services or Websites, (c) sell, sublicense, resell or otherwise transfer any of the Services or Websites, (d) reverse engineer or reverse compile any of the Services or Websites, or technologies used therein, (e) use any robot, spider, deep-linking or other process or tool, whether manual or automatic, to access, monitor, retrieve, data mine, reproduce or circumvent any portion of the Services or Websites, or (f) use the Services or Websites for anything other than your own personal use. You acknowledge and agree that ECS's name, the ECS Logo, Page Headers and other terms, phrases, graphics, logos, and icons are common law or registered trademarks, service marks, and/or trade dress of ECS or its suppliers/affiliates (collectively "Marks"). You agree you will not use any such Marks for any purpose without the appropriate prior written authorization. ECS Marks may not be used in connection with any Service or Websites that are not ECS's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ECS or its affiliates. All other trademarks, product names, or logos not owned by ECS that appear on the Websites are the property of their respective owners. All content included on the Websites, such as text, graphics, logos, button items, icons, images, data compilation, is the property of ECS or its suppliers and is protected by United States and international copyright laws. You further agree that any derivative works, improvements, inventions or works developed by you based upon or relating to the Services or Websites of ECS that involve a breach of these Terms of Use shall be owned by ECS, and you hereby assign and agree to assign to ECS such derivative works, improvements, inventions or works. All software used on this site, and in other Services and Websites, is the property of ECS or its software suppliers and is protected by United States and international copyright laws. Reproduction, preparation of derivative works, and distribution of copies of such content, in whole or in part, is prohibited without prior consent. Some of the products and services included in the Services and/or Websites, including, but not limited to, this website as well as features and services accessible from this website, are covered by one or more of the following U.S. Utility and Design Patents: ; 7,451,113; 7,610,229; 7,689,505; 7,792,715; 7,841,004; 7,853,493; 7,970,679; 7,975,299; 8,015,107; 8,005,759; 8,060,424; 8,095,443; 8,127,986; 8,195,549; 8,285,656; 8,290,840; 8,290,856; 8,335,741; 8,355,967; 8,464,939; 8,478,674; 8,484,186; 8,515,844; 8,606,694; 8,660,919; 8,738,516; 8,781,953; 8,782,217; 8,818,888; 8,856,894; 8,930,251; 8,903,263; 8,972,400; 9,058,627; 9,106,691; 9,230,283; D725,664; D710,867; D718,327; D717,332; 6,321,339; 6,282,658; 6,263,447; 6,496,936; 6,857,073; 7,234,156.

## MISCELLANEOUS

This Agreement (including the Privacy Policy and other policies ECS may post from time to time and any terms which are incorporated by reference herein or hereinafter implemented) constitute the entire Agreement between ECS and you in connection with your account with ECS, or access or use of any Service or Website, and supersede any prior versions of the terms and conditions, if applicable. ECS may update these terms



and conditions from time to time. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions. This Agreement is effective until terminated by ECS. In the event of termination or the expiration of your account with ECS or your use of the Services or Websites, the Dispute Resolution by Binding Arbitration, Intellectual Property, Disclaimers, and Limitations of Liability provisions set forth in these terms and conditions, as well as any other terms and conditions that, by their nature, should survive termination, shall survive. In the event of a conflict between this Agreement, or any other notice, policy, disclaimer or other term contained in the Websites or otherwise, this Agreement will control. If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect. ECS may, in its sole discretion and at any time, change its corporate name, logo, Marks and other terms, phrases, graphics, logos, and icons associated with its common law or registered trademarks, service marks, and/or trade dress (collectively, ECS's "Brand"), which will not impact the enforceability of this Agreement. In the event ECS takes any action to change its Brand, ECS will notify you online, via e-mail, mail or through another means reasonably calculated to give you notice of the change in Brand. In all events, any changes to ECS's Brand will be effective immediately, and the terms of this Agreement shall remain unaffected by the change in Brand unless expressly contemplated through express revisions to this Agreement.